

PUBLIC NOTICE

Notice is hereby given that the County of Webb is now accepting proposals for the Webb County – Bruni Recreational Center Addition, located near Bruni Park, in Bruni Texas.

RFP-2012-106 **“Webb County – Bruni Recreational Center Addition”**

Proposals must be submitted in one (1) original and eight (8) copies in sealed envelopes to the Office of the Webb County Clerk’s. Sealed envelopes must be marked (sealed-Proposals) with RFP number and title on front of lower left-hand corner of envelopes.

Bids will either hand delivered or mailed to the following location:

**Webb County Clerk
Webb County Justice Center
1110 Vitoria St. Suite 201
Laredo, Texas 78042-0029**

A Pre-Proposal meeting will be held on **Wednesday, October 10, 2012 at 10:00 A.M.** at Webb County Purchasing Conference Room, 1110 Washington Suite 101, Laredo, Texas 78040.

Proposals must be delivered no later than **Monday October 15, 2012** at 2:00 p.m. at which time all proposals received will be opened and read to the public. Late proposals will not be considered.

If additional information is requested please contact, Leticia Gutierrez at the Webb County Purchasing Department, 1110 Washington St. Suite 101 (956)523-4127, Laredo, Texas 78041. Please visit our Web-site for a copy of proposal notice and specifications, under purchasing department www.webbcountytx.gov.

The County of Webb reserves the right to reject any and all Proposals.

Dr. Cecilia May Moreno
Purchasing Agent

THIS FORM MUST BE INCLUDED WITH PROPOSAL; PLEASE CHECK OFF EACH ITEM AND SIGN

"Sealed Proposal"

RFP No. 2012-106 "Webb County –Bruni Recreational Center Addition"

- ☐ Notice of Bidders
- ☐ Specifications
- ☐ Price Proposal Form (Required)
- ☐ Conflict of Interest (Required)
- ☐ Proposer Information (Required)
- ☐ Texas Worker Compensation (read)
- ☐ Terms and Conditions (Bid Bond required)
- ☐ Delinquent Tax Owed to Webb County(Required)
- ☐ Certification Regarding Debarment (required)
- ☐ Contract (required)

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Signature

WEBB COUNTY BRUNI RECREATIONAL CENTER ADDITION

INTRODUCTION: The Webb County Bruni Recreational Center Addition Project consists of demolition and constructing an addition to the existing center.

SCOPE OR WORK:

Add 10'-0" along the east side of the 44'-0" long existing Recreational Center located near Bruni Park, in Bruni, Texas. Builder must comply with all Federal and Local Codes, Ordinances, Rule and Regulations.

PROPOSED RECREATIONAL CENTER AREA ADDITION: 440 SQ. FT.

- **General Requirements:**
 - Bid bond
 - Payment Bond
 - Performance bond
 - Builders Risk Insurance.
 - General Liability Insurance.
 - Workman's Compensation Insurance.
 - Supervision
 - Temporary Clean-up
 - Final Clean-up
- **DEMOLITION:**
 - Remove the existing kitchen ventilation system at the Mirando Recreational Center and relocate and install at the Bruni Recreational Center. Repair the Mirando Recreational Center kitchen roof.
 - Remove existing kitchen equipment at the Mirando Recreational Center and relocate and install at the Bruni Recreational Center.
 - Demolish interior north kitchen walls at the Bruni Recreational Center.
 - Demolish east exterior block walls along existing kitchen and existing examination room north of kitchen at the Bruni Recreational Center.
 - Demolish east side of ceilings in existing kitchen and existing examination room north of kitchen.
 - Remove vinyl tile in existing kitchen and existing examination room north of kitchen.
 - Remove existing doors and cabinets in existing kitchen and existing examination room north of kitchen.
 - Provide bracing at block walls to be removed.
- **CONCRETE: 3,000 PSI**
 - **Concrete Exterior Footings:** Provide 16" wide x 36" deep reinforced with #6 rebar with #3 stirrups spaced at 18" on center.

- **Concrete Interior Footing:** Provide 12" wide x 24" deep reinforced with #6 rebar with #3 stirrups spaced at 18" on center.
- **Slab:** 5" thick concrete slab reinforced with #4 rebar spaced at 12" on centers each way.
- **MASONRY:**
 - **8" Block Walls:** Provide 8" colored split face block walls at perimeter walls to match existing.
 - **4" Block Walls:** Provide 4" block wall at inside perimeter walls to match existing.
- **WOODS & PLASTICS:**
 - **Exterior Walls:**
 - Provide 2" x 12" wolmanized nailers.
 - Provide 2" x 6" wood joist.
 - Provide 2" x 6" wood rafters.
 - Provide 3/4" CCX plywood roof decking.
 - Provide 1" x 8" cedar fascia.
 - Provide 1" x 4" cedar fascia.
 - Provide 3/8" soffit panel.
 - **Interior Walls:**
 - Provide 2" x 4" wood studs.
 - Provide 2" x 4" wood plates.
 - Provide 2" x 6" wood headers.
 - Provide 2" x 12" wood beams.
 - Provide 5/8" gypsum board and batt insulation.
- **THERMAL MOISTURE PROTECT:**
 - Provide dimensional type asphalt shingles to match existing.
 - Provide 15 lbs. felt paper under asphalt shingles.
 - Provide metal eaves strip.
- **DOORS & HARDWARE:**
 - Provide two (2) 3070 metal frames with solid core doors.
 - Provide two (2) standard handicaps approved key locks to match existing.
- **FINISHES:**
 - Provide stucco finish at interior perimeter walls.
 - Provide suspended ceiling to match existing.
 - Provide new paint throughout new kitchen and storage areas.
 - Provide shelving at Pantry as shown on plan.
 - Provide new Vinyl Composition Tile (VCT) throughout new kitchen and storage areas.

- Provide vinyl base throughout.
 - Install cabinets in kitchen.
 - Install kitchen ventilation system
 - Install kitchen equipment
 - Note: All finishes must be reviewed and approved by County Engineer's office and Community Center Director prior to installation.
- **PLUMBING:**
 - Provide rough-in plumbing for kitchen sink.
 - Provide rough-in plumbing for gas line to kitchen stove.
 - Connect all Owner supplied appliances required.
- **HVAC:**
 - Provide relocation of existing condenser at East side wall.
 - Provide a 2 ½ ton HVAC split system for new area.
 - Connect all Owner Supplied appliances required.
- **ELECTRICAL**
 - Provide 220v kitchen ventilation system
 - Provide all underground PVC lines as required.
 - Provide 2' x 4' lay-in light fixtures as required. By code for kitchen environment.
 - Provide 110V plug outlets as required.
 - Provide electrical connection to existing meter and main distribution panel.
- **EXCLUSIONS:**
Purchase of:
 - Commercial Kitchen Sink.
 - Commercial Kitchen Stove.
 - Commercial Kitchen Hood and Fire Suppression System.
 - Commercial Kitchen Refrigerators and Freezers.
 - Commercial Kitchen Work Tables.
 - Note: Kitchen equipment is provided by Webb County but contractor must relocate from Mirando Recreational Center and install at Bruni Recreation Center. Also see demolition section.

TOTAL PROJECT COST RANGE: \$70, 000.00 TO \$108,000.00

List of Contractors

Owner's Project: **The County of Webb**
 Bruni Recreational Center Addition
 Located near Bruni Park, Bruni Texas.

Subcontractors

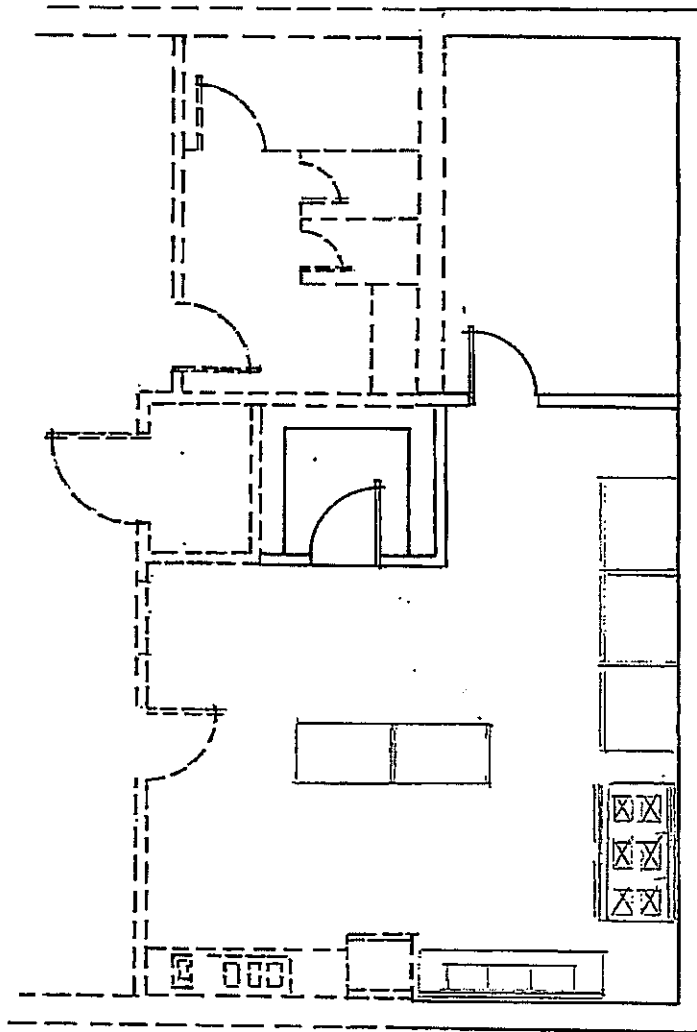
- | | |
|-----------------------------|-------|
| 1. Concrete | _____ |
| 2. Demolition | _____ |
| 3. Concrete | _____ |
| 4. Masonry | _____ |
| 5. Woods & Plastics | _____ |
| 6. Thermal Moisture Project | _____ |
| 7. Doors & Hardware | _____ |
| 8. Finishes | _____ |
| 9. Plumbing | _____ |
| 10. HVAC | _____ |
| 11. Electrical | _____ |

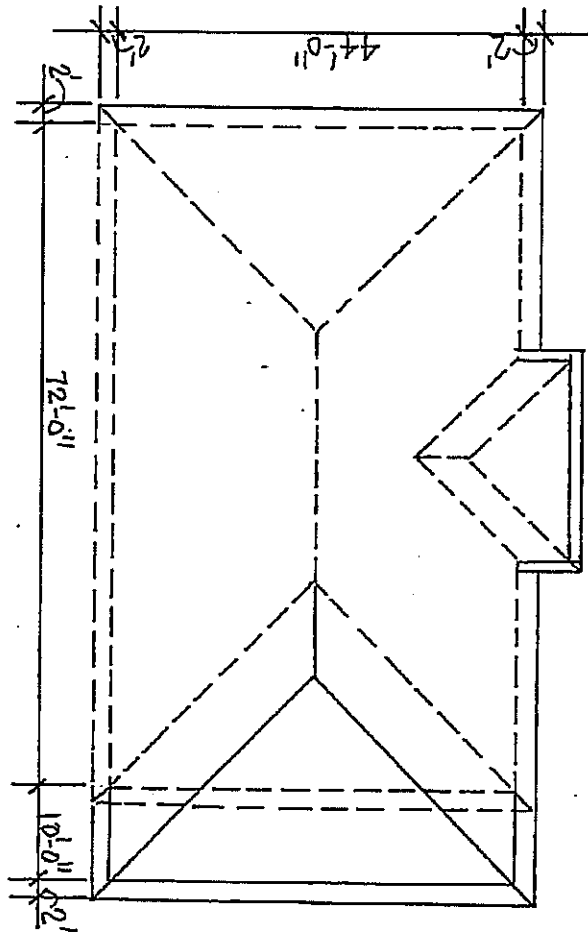
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- | | |
|-----------------------------|-------|
| 1. Concrete | _____ |
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| 3. Concrete | _____ |
| 4. Masonry | _____ |
| 5. Woods & Plastics | _____ |
| 6. Thermal Moisture Project | _____ |
| 7. Doors & Hardware | _____ |
| 8. Finishes | _____ |
| 9. Plumbing | _____ |
| 10. HVAC | _____ |
| 11. Electrical | _____ |





Proposal Price Form

Item 1.	Proposal	Price	\$ _____
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Item 2. Proposal starting date _____

Item 3. Proposed period of performance in calendar day's _____

Signature (Form must be signed)

Webb County

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner Jerry Garza
5. Commissioner Jaime Canales
6. Judge Elma T. Salinas Ender, Chairman, 341st Judicial District
7. Judge Oscar Hale, 406th Judicial District
8. Judge Joe Lopez, 49th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Proposer Information

Name of Company: _____

Address: _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign Bid:

Signature

Print Name

Title

Vendor to indicate status as to "Partnership", "Corporation", "Land Owner", etc.

(Date)

Attachment A

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Dr. Cecilia May Moreno
Webb County Purchasing Agent

§110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities.

- (a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
- (1) Certificate of coverage (certificate) —A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 - (2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.09(e)(1).
 - (3) Contractor —A person bidding for or awarded a building or construction project by a governmental entity.
 - (4) Coverage—Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapter F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
 - (6) Duration of the project—Includes, the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
 - (7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)—With the exception of persons excluded under subsection (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor

and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (8) Project—Includes the provision of all services related to a building or construction contract for a governmental entity.
- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:
 - (1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;
 - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;
 - (3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;
 - (4) obtain from the contractor a new certificate of coverage showing extension of coverage:

- (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
 - (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project; and
- (5) retain certificates of coverage on file for the duration of the project and for three years thereafter,
 - (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
 - (7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article _____ *Workers' Compensation Insurance coverage.*

A. *Definitions:*

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing,

hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract*
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.*

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. the contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) obtain from each other person with whom it contracts, and provide the contractor;*
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (B) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

(7) *contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. *By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

K. *The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.*

(d) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:

- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.

"REQUIRED WORKERS' COMPENSATION COVERAGE"

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- (8) contractually require each person with whom it contracts to provide services on a project to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by subparagraph (A)-(H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

- (e) A person providing services on a project, other than a contractor, shall:
- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
 - (3) have the following language in its contract to provide services on the project: "By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other actions."
 - (4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extensions of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;
 - (5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and
 - (B) prior to the end of the coverage period, a new certificate of coverage showing extensions of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and
- (8) contractually require each other person with whom it contracts to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;
 - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

- (F) retain all required certificates on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificates of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provision of this rule declared to be severable.
 - (g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.
 - (h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 667c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes 667c, §4(j).
 - (i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609.

COUNTY OF WEBB

Terms and Conditions of Invitations for Proposals

1. GENERAL CONDITIONS:

Proposers are required to submit their proposals upon the following expressed conditions:

- (A) Proposers shall thoroughly examine the scope of work and layouts, instructions and all other contract documents.
- (B) Proposers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers be advised that all County contracts are subject to all legal requirements provided for in county, state and federal statutes and regulations.
- (D) A Pre-Proposal conference will be held on Wednesday, October 10, 2012 at 10:00 A.M. at Webb County Purchasing Department conference room, 1110 Washington Suite 101, Laredo, Texas 78040.

2. PREPARATION OF BIDS/PROPOSALS:

Proposals will be prepared in accordance with the following:

- (A) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (B) Alternate bids will not be considered unless specifically requested within the proposal package.
- (C) Proposed Period of Performance (POP) must be shown and shall include Sundays and holidays.
- (D) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS/PROPOSALS:

- (A) Bids/Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Bids/Proposals must be submitted in the forms furnished. Electronic bids/proposals will not be considered. Bids/Proposals, however, may be modified by written notice provided such notice is received at the County Clerks Office before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense.

5. REJECTION OF BIDS/PROPOSALS:

- (A) The Purchasing Agent may reject a bid/proposal if it is deemed to be non responsive and/or provided by not responsible bidder/proposer.
- (B) No bid/ proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.
- (C) No bid/proposal submitted herein shall be considered unless the bidder/proposer warrants that upon execution of a contract with the County of Webb, the bidder/ proposer will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, disability, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid.

County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS/PROPOSALS:

Proposals may not be withdraw after the closing time and date.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATIN OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other bid/proposal documents or any part thereof, the bidder/proposer may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of Webb County proposal package specification instructions, if made, will be made only by Addendum duly issued. A copy of such Addendum will be posted on the web-site and email to the vendors list that have received email copy of package. The County will not be responsible for any other explanation or interpretation made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

Where there is a question that will not lead to an addendum, the questions will be made in writing to the Purchasing Department. The answer will be in writing posted on the website for everyone to receive the same response.

9. DELINQUENT TAXES:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a proposal.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the best qualified according to the bid/proposal criteria and a written award letter will be issue.
 - (1) Award of a bid/proposal requires formal approval by the Commissioners Court.

- (2) Bid/Proposal contract must also be approved by the Commissioners Court.
- (3) The written notice to proceed will be provided after all contract documents are signed.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids/Proposals.
- (E) Delivery time will be considered in breaking of tie proposals.
- (F) A Pre-Construction conference will be scheduled within 10 days of award.
- (G) Period of Performance will commence with written Notice to Proceed.

11. BID BOND

A bid bond in the amount of 5% of the Bid/Proposal issued by an acceptable surety company shall be submitted with each bid. A certified check or Bank Draft payable to the Webb County may be submitted in lieu of the Bid Bond. All such bonds, cashier checks shall be drawn payable to Webb County.

12. PERFORMANCE AND PAYMENT BOND

A Performance Bond is require for construction work if the contract is in excess of \$100,000; and a Payment Bond is require if the contract is in excess of \$25,000. The requirements is for all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any division or subdivision.

The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Webb County may grant, shall constitute a default and the Webb County may, at its option either award the contract to next lowest responsible bidder, or re-advertise for bids. In either case, the Webb County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Webb County for a refund.

13. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered

under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

14. REFERENCES:

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

15. STATEMENTS:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the bid/proposal packages.

16. ETHICS:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

17. PROPRIETARY INFORMATION:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary a time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas

County of Webb

Before me, a Notary Public, on this day personally appeared _____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2012.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

☐ Yes

☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

GENERAL CONTRACT CONDITIONS AND AGREEMENT TO RECONSTRUCT, FOR ADDITION TO BRUNI RECREATION CENTER

THE STATE OF TEXAS §

COUNTY OF WEBB §

A. AGREEMENT

This Agreement is made between:

the Owner:

Webb County, Texas

1110 Washington St.

Laredo, Texas 78040

And the Contractor:

For the following Project:

CONTRACT TO PROVIDE FOR 440 SF ADDITION TO BRUNI RECREATION CENTER.

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of this Contract required assurances, certifications and any other State or Federal Requirements. Written Change Orders and additional specifications and materials plans issued after execution of this Agreement. The Contract Documents represent the entire and integrated contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and Contractor.

QUALITY OF WORK

The Specifications and other Contract Documents contemplate finished Work of such character and quality as described in them or as may be reasonably inferable from them and the Contractor agrees that, without the addition of any charges not specifically included in his Proposal, he will conform to all these Specifications and other Contract Documents and he will make his Work complete and operable and in compliance with good practice and workmanship.

CONTRACTOR'S DUTY

The Contractor shall give personal attention to the faithful prosecution and completion of this Work and shall be present continually at the site of the Work while it is being performed, either in person or by the field representative authorized to act for him in his absence.

C. CONTACT TIME

The Contractor shall begin the Work within 14 calendar days of receipt of a written Notice to Proceed, and shall substantially complete the Work within the Contract Time of Calendar Days.

D. LIQUIDATED DAMAGES

The Contractor shall be charged a sum of \$250.00 as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

E. CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is:

The Contractor will provide the County a Schedule of Values related to the Scope of Work which shall be used for purposes of periodic payments. The Contract Sum shall include all complete quality control testing, materials, supplies, tools, equipment, supervision and labor necessary for the proper prosecution and completion of the Work.

F. PAYMENT

The County shall pay within thirty (30) days for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in the form of AIA Document G702, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier. Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all sub Contractors and suppliers.

The method of computing the progress payments shall be determined by taking the portion of the Contract Sum allocable to the completed work calculated by multiplying the percentage completion of each of the scheduled values, less a retainage of Ten Percent (10%) of the work. Then Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%); Subtract the aggregate of previous payments made by the Owner; and Subtract amounts, if any, for which the Owner has withheld payment form of nullified and Application for Payment.

PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

The Contractor shall, at his own expense, procure all permits, and certificates, and licenses required of him by law for the performance of his Work. Contractor shall comply with all federal, state, and local laws and regulations, including, but not limited to, those concerning equal opportunity, safety, wage and hours, regardless of race, religion, color, sex, age, or national origin. Contractor further represents that all goods or services provided hereunder will comply with the Occupational Safety and Health Act, as may be amended, and including all regulations adopted pursuant thereto in effect at the time of delivery or performance of the service.

PROTECTION AGAINST CLAIMS FOR LABOR AND MATERIALS

The Contractor agrees that he will indemnify and save the County harmless from all claims against the County for materials furnished or Work done under this contract, and it is further agreed that the Contractor shall, if so requested, furnish the County satisfactory evidence that all persons who have done Work or furnished materials under this contract have been duly paid for such Work or materials. In the case such evidence is requested and is not furnished by the Contractor, payment of the Work covered by this contract may be retained until satisfactory evidence is furnished that all liabilities arising from this contract have been fully discharged.

SAFETY OF EMPLOYEES

The Contractor, and not the County or its representatives, shall be responsible for exercising reasonable precautions for the safety of employees on the Work and complying with any applicable provisions of federal, state, or municipal safety rules and building and construction codes. The Contractor shall promptly report to the County all accidents occurring to the Contractor's employees. The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, and regulations that affect the Work. The Contractor shall make every reasonable effort to maintain a safe work site, and shall comply with the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto.

INSURANCE AND INDEMNITY

- A. Contractor shall provide and maintain Worker's Compensation insurance with statutory limits and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.
- B. Contractor also shall provide and maintain if full force and effect during the term of this contract, Comprehensive General Liability insurance and Automobile Liability insurance with a company or companies satisfactory to County protecting Contractor and County against liability for damages because of injuries, including death, suffered by persons other than employees.
- C. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Design Builder, Architect, Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for Whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

PROSECUTION OF WORK

The County, on reasonable notice in writing to the Contractor, may stop any portion of the Work if, in its judgment, the weather or conditions, such as labor troubles, unsatisfactory workmen, poor materials, improper construction methods, or noncompliance with the Specifications or

other Contract Documents, prevent the Work from being properly conducted. If the County does not stop the Work or any portion thereof for any of the reasons given above, however, this shall not be taken to mean approval by the County of any portion of the Work that does not fully comply with all the Specifications and other provisions of these Contract Documents. For delays occasioned by and act, neglect, or default of the County or its representatives the County or its representatives shall not be held liable for damages of account thereof.

CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from site.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

DESIGNATION OF REPRESENTATIVES

Any notice required or permitted to be given by one party to the other party under this Agreement may be given by certified or registered U.S. mail, postage prepaid, addressed to the appropriate party as follows:

Contractor's Name
Address
City
Attention _____

With a copy to:

Webb County
1110 Washington Suite 101
Laredo, Texas 78040
Attention Dr. Cecilia May Moreno, Purchasing Agent
CC: Arturo Barrera, County Engineer

Any notice given as herein provided shall be deemed given and received upon deposit in the U.S. mail.

FORCE MAJEURE

No delay of failure in performance by either party shall constitute default or give rise to any claim for damage to the extent, such delay or failure is caused by Force Majeure. Unless such Force Majeure substantially frustrates performance of this contract, Force Majeure shall not operate to excuse, but only to delay performance. Force Majeure is an occurrence beyond the control and without the fault or negligence of the parties in which they are unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: acts of God, war, insurrection or civil disturbances, explosions, sabotage, and unusually severe weather that could not have been reasonably anticipated. Notwithstanding the foregoing, strikes or labor disputes at Contractor's or its lower tier subcontractor's and supplier's facilities, or the clearing of customs at any port, normal problems such as lost material or equipment down hole shall not be considered as a Force Majeure event.

Delays attributable to and within the control of Contractor's suppliers or subcontractors of any tier shall be deemed delays within the control of Contractor. The Contractor performance of this contract is delayed by a Force Majeure occurrence, Contractor shall immediately provide County written notification of the delay and its estimated duration. Immediately upon termination of the Force Majeure occurrence Contractor shall:

1. Notify County of resumption of Work; and
2. Submit a plan to minimize and mitigate the effect of the Force Majeure occurrence upon completion of the Work.

If a Force Majeure event caused an increase or decrease in the time of performance of the Work and equitable adjustment shall be made, pursuant to General Condition titled "Charges, Alterations, and Extra Work" to the extent County determines the Force Majeure event caused any such increase or decrease in time and schedule of completion of the Work.

CHARGES ALTERATIONS AND EXTRA WORK

The Contractor agrees that the County may make such changes and alterations as the County may see fit in the form, dimensions, plans, materials, for the Work herein contemplated or any part thereof, either before or after the beginning of the Work, without affecting the validity of this contract and any accompanying bond. Such changes shall not constitute the basis for a claim for damages or anticipated profits on the contemplated Work that may be dispensed. If they increase the amount of Work and the increased Work can be fairly classified under the Contract Documents, such increase shall be paid for according to the quantity actually done and at the unit price established for such Work under this contract. Otherwise, such additional Work shall be paid for as extra Work. It is agreed that Contractor shall perform all extra Work directed by the County when presented with a written Work order signed by the County. It is also agreed that the compensation to be paid to the Contractor for performing said extra Work shall be determined by the Schedule of Prices, agreed unit prices or by agreed lump sum; such compensation agreement shall be made before the extra Work is commenced and said compensation method will be stated in the written Work order. No claim for extra Work of any kind will be allowed unless ordered in writing by the County.

BACKCHARGES

If, under the provisions of this contract, the Contractor is notified by the County to correct defective or nonconforming Work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, County may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of

nonconforming Work by the most expeditious means available and backcharge Contractor for the costs incurred. Furthermore, if County agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete Work, County may, upon written notice, perform such work by the most expeditious means available and backcharge Contractor for the costs incurred.

The cost of backcharge work shall include:

1. Incurred labor costs including all payroll additives;
2. Incurred net delivered material costs;
3. Incurred lower-tier supplier and sub Contractor costs directly related to performing the corrective action;
4. Equipment and tool rentals at prevailing rates in the jobsite area; and
5. A factor to thirty percent (30%) applied to the total of items 1 through 4 for County's overhead, supervision and administrative costs.

The backcharge notice will request Contractor's concurrence for County to proceed with the required work. However, failure of Contractor to grant such concurrence shall not impair County's right to proceed with work under this or any other provision of the contract.

County shall separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. County's right to backcharge is in addition to any and all other rights and remedies provided in this contract or by law. The performance of backcharge work by County shall not relieve Contractor of any of its responsibilities under this contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications.

RIGHT OF COUNTY TO TERMINATE CONTRACT

If the Work to be done under this contract is abandoned by the Contractor, if the Work under this contract is being unnecessarily delayed, if the Contractor is violating any of the conditions of this contract, or if the Contractor is adjudged bankrupt, the County may serve written notice upon the Contractor and his surety of its intention to terminate the contract. Unless a satisfactory arrangement is made for continuance with 5 days after the serving of such notice, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the Work, provided that if the surety does not commence performance within thirty (3) days, County may take over and prosecute the Work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the County for all excess costs sustained by the County by reason of such prosecution, completion, and delay.

RELEASE OF CONSEQUENTIAL DAMAGES

Neither Contractor nor County shall be liable for consequential damages resulting from or arising out of this contract, including without limitation, loss of profit, loss of business opportunity, idle facilities or resources, loss of property or mineral rights, or business interruption however caused.

G. VENUE

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be Webb County, and venue for any action will lie in Webb County, Texas. The Contractor warrants that the completed Project shall be adequate for the purposes intended. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OF IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WEBB COUNTY COMMISSIONERS COURT.

EXECUTED THIS DAY ____ OF _____, 2012.

This Agreement entered into as of the date first written above.

OWNER/PRUCHASER:
WEBB COUNTY

Danny Valdez, Webb County Judge

CONTRACTOR:
NAME
ADDREES
CITY

President of Company

ATTESTED:

Margie Ramirez Ibarra, Webb County Clerk

APPROVED AS TO FORM:

Anna L. Cavazos, Ramirez, Webb County Attorney
*By law, the County Attorney's office may only advise or approve contracts legal documents of behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should not rely on this approval, and should seek review and approval of their own respective attorneys.